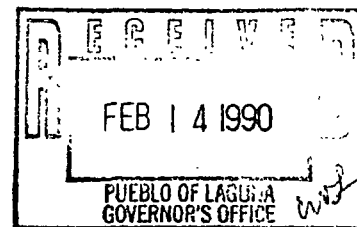




# United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
ALBUQUERQUE AREA OFFICE  
P.O. BOX 26567  
ALBUQUERQUE, NEW MEXICO 87125-6567



IN REPLY REFER TO:

Branch of Contracts and Grants  
(212 - 93-638 Section)

Through: Superintendent, Laguna Agency

FEB 08 1990

Conrad W. Lucero, Governor  
Pueblo of Laguna  
P. O. Box 194  
Laguna, New Mexico 87026

CONFIDENTIAL CLAIM RETRACTED

DATE: 5/16/13 AUTHORIZED BY: *[Signature]*

FILE

Dear Governor Lucero:

Enclosed, for your files and records, are the approved copies of the Preliminary Agreement for Construction Management Services with Landmark Reclamation Inc. under Cooperative Agreement No. M00C14204811, Jackpile-Paguata Reclamation Project, Laguna Indian Reservation, New Mexico.

A thorough review of the Preliminary Agreement has been conducted by this office with assistant from the Associate Contracting Officer's Representative who provided and overview of the process and the evaluation proceedings utilized in selecting the successful contractor. Since the aforementioned agreement is preliminary in nature, your office is requested to provide the Bureau with a fully accomplished final contract agreement once the proper negotiations are completed as indicated.

~~This office has retained a copy of the preliminary agreement signed by all parties concerned.~~

Any further inquiries regarding the Preliminary Agreement or the Cooperative Agreement should be directed to this office through the Designated Contracting Officer's Representative at your convenience.

Sincerely,

*[Signature: Diego G. Lucero]*  
Contracting Officer

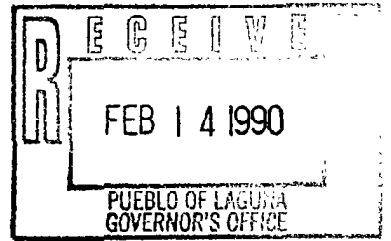
Enclosures



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CONFIDENTIAL

POL-EPA01-0003782



**PRELIMINARY  
AGREEMENT  
FOR  
CONSTRUCTION MANAGEMENT SERVICES  
FOR  
THE JACKPILE PAGUATE RECLAMATION PROJECT**

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**PRELIMINARY AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES  
FOR THE JACKPILE PAGUATE RECLAMATION PROJECT**

THIS AGREEMENT (herein called the "Agreement") made effective this 11th day of December, 1989, by and between the PUEBLO OF LAGUNA, P. O. Box 194, Laguna, New Mexico 87026 (herein called the "OWNER") and LANDMARK RECLAMATION, INC., a Colorado Corporation, One Tabor Center, Suite 2500, 1200 17th Street, Denver, Colorado 80202 (herein called "LANDMARK").

**R E C I T A L S**

A. OWNER has selected LANDMARK as construction manager (herein called "ENGINEER") for the reclamation of the Jackpile-Paguate open pit uranium mine located on tribal lands in New Mexico and in preparation for the initiation of the actual reclamation work and execution of formal agreements between OWNER, LANDMARK and others, OWNER has requested that LANDMARK perform construction management services.

B. LANDMARK desires to enter into this Agreement with respect to the performance of services upon the terms and conditions hereinafter set forth while formal contracts are negotiated.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

I. Employment. OWNER shall retain and employ LANDMARK, and LANDMARK shall perform services for OWNER upon the terms and conditions hereinafter set forth.

II. Term. The employment of LANDMARK hereunder shall commence on the effective date of this Agreement and shall continue until this contract is replaced by a mutually acceptable contract or until this contract is terminated as provided herein.

III. Duties. During the period of employment hereunder, LANDMARK shall, in addition to the Scope of Work set forth in Exhibit "A", assist OWNER in the tasks related to the preparation for the initiation of actual reclamation work at the Jackpile-Paguate site including, but not limited to, review of operating plans, meetings, site visits and data collection necessary for establishment of the Project Management Control and Reporting System. Work will be performed only at the prior request of OWNER and on schedules mutually established by OWNER and LANDMARK.

IV. Time Requirements. LANDMARK shall devote, during the term of this Agreement, such portion of the entire time, energy and skills of its personnel to the duties of its employment hereunder as is mutually agreed upon between OWNER and LANDMARK.

V. Compensation. For all services rendered by LANDMARK in connection herewith, OWNER shall pay LANDMARK in accordance with the rate schedule attached hereto as Exhibit "B" and incorporated herein by reference. LANDMARK shall provide OWNER with periodic invoices showing its charges. Total charges under this interim agreement shall not exceed twenty-five thousand dollars (\$25,000.00) for labor and five thousand dollars (\$5,000.00) for expenses and travel.

OWNER shall pay LANDMARK the total amount of its invoices within thirty (30) days of receipt thereof.

VI. Termination. OWNER may terminate this Agreement at any time upon fifteen (15) days' written notice to LANDMARK. In such event, LANDMARK, if requested by OWNER, shall continue to render its services and shall be paid its regular compensation up to the date of termination. LANDMARK may terminate this Agreement upon fifteen (15) days' written notice to OWNER. In such event, LANDMARK shall continue to render its services and shall be paid its regular compensation up to the date of termination.

VII. Arbitration.

A. **Sovereignty of the Pueblo of Laguna**

Except as otherwise provided herein, the sovereignty and sovereign immunity of the Pueblo of Laguna will, at all times, be recognized.

B. **Arbitration Procedures**

Any and all claims, demands, disputes, controversies, and differences that may be raised under this Agreement, excluding matters arising under paragraphs IX and X, shall be settled by arbitration accordance with the Construction Industry Rules of the American Arbitration Association.

The award of the majority of the arbitrators shall be binding on the Owner and the Contractor which award shall be enforceable under the laws of the State of New Mexico. For the purpose of enforcing such award of the arbitrators against the Owner, but for no other purpose and only to the extent of said award, excluding any consequential, incidental or punitive damages, the Owner hereby waives its sovereign immunity.

VIII. Guarantees. LANDMARK guarantees that the work hereunder shall be performed in accordance with sound engineering practices.

IX. Indemnification.

A. **Bodily Injury and Property Damage**

1. **Liability of LANDMARK**

LANDMARK shall indemnify, defend and hold OWNER harmless from any and all claims, liabilities, and causes of action for injury to, or death of any person (including employees of LANDMARK and employees of OWNER) or for damage to or destruction of property resulting from any and all negligent acts or omissions of LANDMARK or any of LANDMARK's subcontractors.

2. **Liability of OWNER**

OWNER shall indemnify, defend and hold LANDMARK harmless from any and all claims, liabilities, and causes of action for injury to,

or death of any person (including employees of OWNER and employees of LANDMARK) or for damage to or destruction of property resulting from any and all negligent acts or omissions of OWNER or any of OWNER's contractors other than LANDMARK.

**B. OWNER's Property**

As between LANDMARK and OWNER, OWNER assumes responsibility for and hereby releases LANDMARK from all loss of or damage to OWNER's existing property except to the extent that such loss or damage shall have occurred as a result of the negligence of the LANDMARK.

**C. Limitations**

LANDMARK's liability hereunder shall be limited to and shall in no event exceed one million dollars (\$1,000,000.00). OWNER's liability shall be limited to and shall in no event exceed one million dollars (\$1,000,000.00).

**X. Insurance.**

**A. Commitment**

Commencing with the performance of its services hereunder and continuing until such services have been completely performed, LANDMARK shall maintain insurance policies as follows:

1. Worker's Compensation Insurance covering injury to or occupational disease or death of all employees engaged in the work in accordance with the statutory requirements of the State of New Mexico, including Employer's Liability Insurance with minimum average of one hundred thousand dollars (\$100,000.00).
2. Comprehensive Liability Insurance (including bodily and personal injury, property damage, contractual liability, completed operations liability, and the Contractor's protective liability) insuring LANDMARK's liability for loss or damage to property or injury or death of third parties. Such coverage shall provide a limit of one million dollars (\$1,000,000.00) combined single limit bodily injury or property damage for each occurrence.
3. Automobile Liability Insurance covering owned, non-owned, leased or hired automobiles insuring LANDMARK's liability for loss or damage to property and injury to or death of third parties. Such coverage shall provide a limit of one million dollars (\$1,000,000.00) combined single limit bodily injury or property damage for each occurrence.

**XI. Jurisdiction.** The parties hereto agree that the laws of the State of New Mexico shall apply in any action brought by either party for enforcement of rights set forth in paragraphs IX and X and that the parties shall submit to the jurisdiction of the Federal District Court for the District of New Mexico to resolve such disputes.

**XII. Independent Contractor.** LANDMARK shall be an independent contractor with respect to the work to be performed hereunder. Neither LANDMARK nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of OWNER.

XIII. Compliance. LANDMARK and its employees and subcontractors shall comply with all applicable laws and regulations of the United States of America and ordinances and laws of the Pueblo of Laguna.

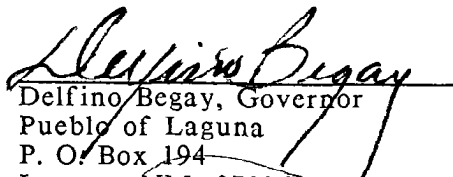
XIV. Notices. Any notice required or desired to be given under this Agreement shall be deemed given, if in writing and delivered personally to the party to whom the notice is directed or, if mailed, by certified mail to the address shown in this Agreement.

XV. Assignment. OWNER acknowledges that the proposal submitted by LANDMARK encompassed work to be performed by Roy F. Weston, Inc. (herein called "WESTON") as a subcontractor to LANDMARK and that consulting work under this Agreement may be performed by WESTON personnel as well as LANDMARK personnel. WESTON, as a subcontractor, shall be bound by all of the terms and conditions of this Agreement and LANDMARK shall guaranty the due performance of all work of the subcontractor. With the exception of services to be performed by WESTON, LANDMARK may not assign any of its rights or delegate any of its duties or obligations under this Agreement to any subcontractor unless OWNER approves, in advance, of such assignment or delegation. The rights and obligations of OWNER under this Agreement shall enure to the benefit of and shall be binding upon the successors and assigns of OWNER.

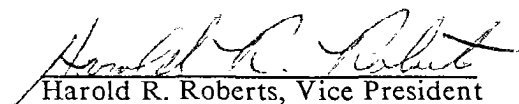
XVI. Entire Agreement. This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.


OWNER

  
Delfino Begay, Governor  
Pueblo of Laguna  
P. O. Box 194  
Laguna, NM 87026

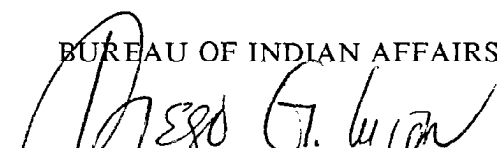
LANDMARK

  
Harold R. Roberts, Vice President  
Landmark Reclamation, Inc.  
One Tabor Center, Suite 2500  
1200 17th Street  
Denver, CO 80202

ATTEST:

  
Secretary  
Pueblo of Laguna  
P. O. Box 194  
Laguna, NM 87026

BUREAU OF INDIAN AFFAIRS

  
Contracting Officer  
Albuquerque Area Office  
P.O. Box 26567  
Albuquerque, NM 87125-6567

kls\laguna\int-cons.agr

**EXHIBIT "A"**  
**SCOPE OF WORK**



**EXHIBIT "A"**  
**SCOPE OF WORK**

**A. Objective**

Documents containing requirements relevant to Construction Management are as follows:

1. Jackpile Project Interim Management Plan and the Project Management Plan as appropriate.
2. The Jackpile-Paguete Uranium Mine Reclamation Project, Environmental Impact Statement, October 1986, Vols. I and II and the Record of Decision issued pursuant thereto.
3. Cooperative Agreement pursuant to "638" Contract No. MOOC14204811 and Modification No. 1 thereto.
4. Agreement for construction services between the Pueblo of Laguna and Laguna Construction Company, Inc., including all attachments and exhibits thereto.
5. Relevant designs, specifications, cross-sections, and drawings.
6. All of the project plans including:
  - a. The Health and Safety Plan.
  - b. The Environmental Monitoring Plan.
  - c. The Regulatory Compliance Plan.
  - d. The Construction Inspection Plan.
7. The Project Integrated Cost and Schedule Control Plan.

**B. Major Tasks**

1. Monitor Contractor's work; check pay volumes.
2. Inspect and assure conformance with approved designs, specifications and project plans.
3. Provide quality assurance on Contractor's quality control program.
4. Monitor project costs and schedule control.
5. Evaluate and issue change orders.
6. Approve Contractor's bi-weekly progress payments.
7. Order shop drawings and as built as needed (Contractor will provide).
8. Conduct weekly job and monthly progress meetings.

9. Monitor safety and security programs.
10. Verify and monitor insurance requirements.
11. Certify substantial completion.
12. Prepare punch list, and conduct final inspection for each work package.
13. Prepare final accounting.

C. Consultation and Review

The Contractor shall consult with the Pueblo of Laguna, the Bureau of Indian Affairs, and the Laguna Construction Company, Inc. as directed in the above-mentioned Project Management Plans.

D. Certification of Reports

All reporting documents developed under this Agreement shall require certification as to their accuracy and authenticity and shall be in accordance with 18 U.S.C. 1001.

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Exhibit A BPueblo of LagunaSchedule of Rates

<u>Landmark Reclamation</u>	<u>Hourly Rates</u>
Construction Manager/Design Engineer James Harrison	\$62.50
Field Project Engineer W. Dave McCaughey	\$43.00
Project Management William J. Almas	\$62.00
Senior Mine Engineer/Estimator Robert A. Hembree	\$62.00
Drafting/Secretarial	\$30.00
<u>Weston</u>	
Cost/Schedule Control Engineer III Kip Paskewich	\$58.40
Senior Design Engineer Mike Bone	\$69.85
Design Engineer James Crain	\$37.12
Cost/Schedule Control Engineer II	\$32.40
Drafting/Secretarial	\$30.00

Expenses and Travel at cost + 10%

Note: A limited amount of oversight by senior Landmark and WESTON personnel during project initiation is anticipated. Senior oversight will be billed only with prior approval by the Pueblo of Laguna.